

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

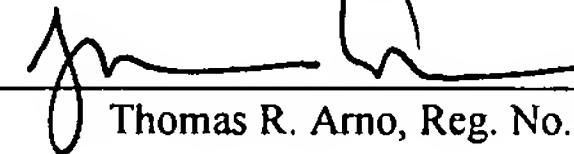
Applicant : Rex Allan Mason  
Appl. No. : 10/575,960  
Filed : April 12, 2006  
For : AN IMPROVED FLUID  
TREATMENT SYSTEM  
Examiner : Unassigned  
Group Art Unit : Unknown

## CERTIFICATE OF MAILING

I hereby certify that this correspondence and all marked attachments are being deposited with the United States Postal Service as first-class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on

June 26, 2007

(Date)



Thomas R. Arno, Reg. No. 40,490

## PETITION UNDER 37 C.F.R. SECTION 1.47(b)

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

In response to the Notice of Missing Parts dated November 27, 2006, please find attached the following documents:

1. A Statement of Facts pursuant to M.P.E.P. Section 409.03(d)(II) describing the presentation of the application papers to the inventor (Exhibit 11) and his reasons for refusal to sign the declaration (Exhibit 4).
2. A statement of last known address for the inventor pursuant to M.P.E.P. Section 409.03(e) is provided in the Statement of Facts.
3. Proof of proprietary interest pursuant to M.P.E.P. Section 409.03(f) is provided by the sale agreement of Exhibit 5 and the acknowledgement of the inventor in Exhibit 7 that rights in the inventions had been transferred to Eliminator Holdings Limited and all conditions necessary for transfer were met.
4. A declaration signed on behalf of the inventor by Eliminator Holdings Limited pursuant to M.P.E.P. Section 409.03(b).

Appl. No. : 10/575,960  
Filed : April 12, 2006


A filing date for this application is necessary to preserve the rights of the parties.

Please charge any additional fees, including any fees for additional extension of time, or credit overpayment to Deposit Account No. 11-1410.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: 6/26/07

By:   
Thomas R. Arno  
Registration No. 40,490  
Attorney of Record  
Customer No. 20,995  
(619) 235-8550

3931682  
062607

## **STATEMENT OF FACTS:**

The named inventor of the below referenced applications:

Application number 10/575,960 entitled An Improved Fluid Treatment System and  
Application number 10/576,705 entitled Anti-Foaming Device:

Is Rex Allan Mason, home address: 3 Lorraine Place, Hamilton, New Zealand 2001.

Rex Allan Mason has refused to sign documentation relating to the two above referenced patent applications.

1. I, Sandra Jo Wilcocks, an IP Specialist working at James & Wells, the New Zealand patent attorney firm acting for Eliminator Holdings Limited (herein referred to as EHL) in relation to the above mentioned patent applications set out the circumstances surrounding Rex Allan Mason's refusal to sign the Declaration and Assignment documents below:
2. On 8 January 2007 James & Wells received from our United States associate (Knobbe, Martens, Olson & Bear) a Declaration (Power of Attorney) and Assignment Form for United States Patent Application No. 10/575,960. These were forwarded onto EHL for execution on 16 January 2007 (Exhibit 1).
3. EHL advised James & Wells that Rex Allan Mason was being hostile and uncooperative in signing documentation relating to the above referenced patent applications, and other patent applications in these portfolios.
4. After discussion with EHL, James & Wells prepared a general assignment document (covering all patent applications in the two patent portfolios relating to United States patent application numbered 10/575,960 and 10/576,705). This was forwarded to EHL for execution along with Declaration forms for both United States patent applications (Exhibit 2).

5. EHL suggested that the request to Rex Allan Mason to sign the required documentation may have greater success if received from James & Wells. James & Wells requested execution of the required documents from Rex Allan Mason on 27 February 2007 (Exhibit 3). This was also addressed to Clive Cleland who has Power of Attorney for Rex Allan Mason.
6. EHL advised that Rex Allan Mason had advised that all correspondence should be address to the following: C/O Cleland Hancox Ltd, Level 3, 18 London Street, Hamilton.
7. On 14 March 2007 James & Wells received a response from Rex Allan Mason through Clive Cleland (Exhibit 4). This advised that Rex Allan Mason would not sign the documentation until a dispute over a share option was resolved.
8. This response from Rex Allan Mason, through Clive Cleland was despite the fact that Rex Allan Mason had previously signed a number of documents assigning his rights in the two patent portfolios (relating to United States Patent Application No's 10/575,960 and 10/576,705), these include:
9. An agreement between Rex Allan Mason and Vergence Holdings Limited executed on 16 February 2004 (Exhibit 5). This agreement states that "*Rex shall sell and Vergence shall purchase all intellectual property rights in the Eliminator, (including but not limited to prototypes, drawings, plant and concepts) and related technology existing at the date of signing of this agreement*".
10. Vergence Holdings Limited subsequently changed its name to Eliminator Holdings Limited as shown in the Certificate of Incorporation (Exhibit 6).
11. The agreement between Rex Allan Mason and Vergence Holdings Limited (Exhibit 5) was executed on 16 February 2004 which is after the priority date of both EHL patent portfolios which have priority dates of 13 October 2003 for United States patent application number 10/575,960 and 21 October 2003 for United States patent application number 10/576,705 respectively when the New Zealand provisional patent applications were filed.

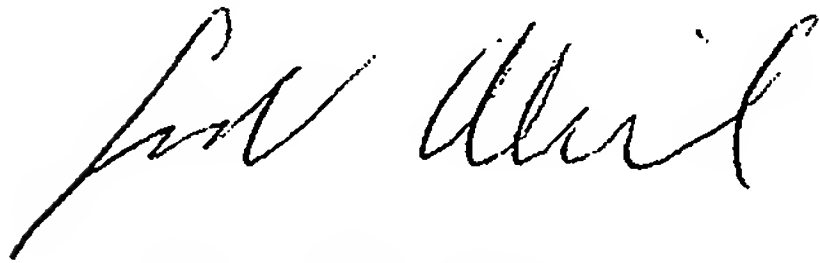
12. It would have been understood by all parties at the date of execution of this agreement that the Eliminator intellectual property referred to included both patent portfolios – corresponding to United States Patent Application No's 10/575,960 and 10/576,705, for the Improved Fluid Treatment System and Anti Foaming Device respectively.
13. Also, on 23 September 2004 Rex Allan Mason executed a further document (Exhibit 7) which clearly states that Rex Allan Mason has disposed of his interest in the Intellectual property for the Eliminator technology (Improved Fluid Treatment System and Anti Foaming Device) to Eliminator Holdings Limited and confirming that he has no further personal rights to the Eliminator intellectual property.
14. James & Wells responded to Clive Cleland's letter of 14 March 2007 on 22 March 2007 (Exhibit 8) advising that the assignment was simply to facilitate the transfer of proprietor listed for these patents, and that any share agreement should be covered by a separate document.
15. On 26 March 2007 James & Wells received a response from Clive Cleland (Exhibit 9) advising that he would pass James & Wells comments onto Rex Allan Mason.
16. EHL subsequently provided James & Wells with the documentation shown in Exhibits 5 and 7.
17. No response or further correspondence was received by either James & Wells or EHL from Rex Allan Mason, or Clive Cleland.
18. In May James & Wells became aware through correspondence with our United States associate that the whole application (including the description, claims and drawings) should have been forwarded to Rex Allan Mason with the documents for execution.
19. Rex Allan Mason was involved in reviewing the complete specifications for both the Improved Fluid Treatment System and the Anti-Foaming Device, before these were filed (8 days apart) in New Zealand, Australia, Argentina and as a PCT application. Evidence indicating this for one of these being the Anti-Foaming Device is shown by emails of 12

October 2004 and 13 October 2004 (Exhibit 10) from Pam Roa to Vanessa Max (PA at James & Wells).

20. On 29 May 2007, a further request to Rex Allan Mason to execute the required documentation was made (Exhibit 11) including full copies of the application.
21. To date no response or further correspondence has been received by either James & Wells or EHL from Rex Allan Mason or Clive Cleland.
22. Rex Allan Mason has therefore to date refused to execute a declaration and assignment document.

I hereby declare that all statements made herein of my knowledge are true and that all statements made on information or belief are believed to be true.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Sandra Wilcocks', written in a cursive style.

**Sandra Wilcocks**

James & Wells

## EXHIBIT 1

JAMES & WELLS  
INTELLECTUAL PROPERTY

16 January 2007  
HAMILTON OFFICE

URGENT

Eliminator Holdings Limited  
P O Box 9466  
WAIKATO MAIL CENTRE

BY EMAIL:  
[p.roa@elimhold.co.nz](mailto:p.roa@elimhold.co.nz)

Attention: Pam Roa

Re: ELIMINATOR HOLDINGS LIMITED  
United States Patent Application No. 10/575,960  
Of International Patent Application No. PCT/NZ2004/000249  
Dated: 13 October 2004  
ELIMINATOR  
Our Ref: 126094/55 SC

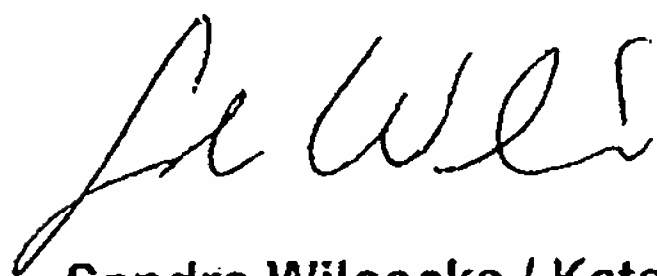
We have just received the enclosed Declaration, Power of Attorney and assignment forms from our US associate.

These documents need to be executed and filed at the US Patent and Trademark Office by 27 January 2007.

Please sign these documents and return to us as soon as possible, and preferably by 19 January 2007.

We look forward to receiving the executed documents from you. Please contact us if you have any questions regarding this matter.

Yours sincerely  
JAMES & WELLS Intellectual Property



Sandra Wilcocks / Kate Wilson  
IP Specialist / Partner<sup>2</sup>  
[sandraw@jaws.co.nz](mailto:sandraw@jaws.co.nz) / [katew@jaws.co.nz](mailto:katew@jaws.co.nz)

Enclosure: Declaration and Power of Attorney  
Assignment

HAMILTON OFFICE  
Level 12, KPMG Centre  
85 Alexandra Street  
Hamilton 3204  
New Zealand  
  
PHONE +64 7 957 5660  
FAX +64 7 957 5661  
EMAIL [hamilton@jaws.co.nz](mailto:hamilton@jaws.co.nz)  
HOMEPAGE [www.jaws.co.nz](http://www.jaws.co.nz)  
  
POST Private Bag 3140  
Waikato Mail Centre  
Hamilton 3240  
New Zealand

AUCKLAND OFFICE  
PHONE +64 9 914 6740  
FAX +64 9 914 6760  
POST Private Bag 11907  
Ellerslie  
Auckland 1542  
New Zealand

TAURANGA OFFICE  
PHONE +64 7 928 4470  
FAX +64 7 928 4471  
POST PO Box 13365  
Tauranga Central  
Tauranga 3141  
New Zealand

CHRISTCHURCH OFFICE  
PHONE +64 3 961 2460  
FAX +64 3 961 2461  
POST PO Box 2201  
Christchurch Mail Centre  
Christchurch 8140  
New Zealand

James & Wells Intellectual Property  
comprises the partnerships of:  
<sup>1</sup> James & Wells Lawyers; and  
<sup>2</sup> James & Wells Patent & Trade  
Mark Attorneys



**DECLARATION AND POWER OF ATTORNEY - USA PATENT APPLICATION**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled AN IMPROVED FLUID TREATMENT SYSTEM, the specification of which:

- ☒ was described and claimed in PCT International Application No. PCT/NZ2004/000249  
filed on October 12, 2004 and as amended under PCT Article 19 on \_\_\_\_\_ (if any)  
and/or under PCT Article 34 on \_\_\_\_\_ (if any).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose information which is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, § 1.56;

I hereby claim foreign priority benefits under Title 35, United States Code, § 119 of any foreign application(s) for patent, design or inventor's certificate or any PCT international application(s) listed below and have also identified below any foreign application(s) for patent, design or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed for the same subject matter having a filing date before that of the application(s) of which priority is claimed:

**PRIOR FOREIGN APPLICATION(S)**

COUNTRY (OR INDICATE IF PCT)	APPLICATION NUMBER	DATE OF FILING (day, month, year)	PRIORITY CLAIMED UNDER 35 U.S.C. § 119	
New Zealand	528893	October 13, 2003	<input checked="" type="checkbox"/> YES	NO <input type="checkbox"/>
			<input type="checkbox"/> YES	NO <input type="checkbox"/>

I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) listed below, and insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code § 112, I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56, which became available between the filing date of the prior application and the national or PCT international filing date of this application:

**Prior U.S.A. Application(s)**

Application No.: \_\_\_\_\_ Filing Date: \_\_\_\_\_ Status: \_\_\_\_\_

**POWER OF ATTORNEY:** I hereby appoint the registrants of Knobbe, Martens, Olson & Bear, LLP, 2040 Main Street, Fourteenth Floor, Irvine, California 92614, Telephone (949) 760-0404, Customer No. 20,995.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful, false statements may jeopardize the validity of the application or any patent issued thereon.

-----  
Full name of sole or first inventor: Rex Allan Mason

Inventor's signature \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Residence (city and country): Hamilton, New Zealand

Citizenship: New Zealand

Post Office Address: 3 Lorraine Place, Hamilton 2001, New Zealand

-----  
Send Correspondence To:  
KNOBBE, MARTENS, OLSON & BEAR, LLP  
Customer No. 20,995

3278885  
010607

App. No. : 10/575,960  
Filed : April 12, 2006

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, Customer No. 20,995, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use Customer No. 20,995 for all communications.

Eliminator Holdings Limited

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name

Title:

Address: P.O. Box 5538  
Hamilton 2001, New Zealand

3278888  
010607

ASSIGNMENT

WHEREAS, I Rex Allan Mason, a New Zealand citizen, residing at 3 Lorraine Place, Hamilton 2001, New Zealand hereinafter referred to as Assignor, have invented certain new and useful improvements in AN IMPROVED FLUID TREATMENT SYSTEM, the specification of which:

- was described and claimed in PCT International Application No. PCT/NZ2004/000249 filed on October 12, 2004 and as amended under PCT Article 19 on \_\_\_\_\_ (if any) and/or under PCT Article 34 on \_\_\_\_\_ (if any).

AND WHEREAS, Eliminator Holdings Limited, with its principal place of business at P.O. Box 5538, Hamilton 2001, New Zealand, (hereinafter referred to as Assignee) desires to acquire the entire right, title, and interest in and to the said improvements with respect to the United States of America, its territories and possessions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby acknowledges that it has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title, and interest in the United States of America, and its territories and possessions in, to and under said improvements, and any Patent Applications in the United States of America and all divisions, renewals and continuations thereof, and all Patents of the United States of America which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions; and Assignor hereby authorizes and requests the Commissioner of Patents of the United States of America to issue all Patents for said improvements to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants and agrees that it will communicate to Assignee, its successors, legal representatives and assigns, any facts known to it respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in the United States of America.

IN TESTIMONY WHEREOF, Assignor intending to be legally bound has hereunto affixed its signature.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Rex Allan Mason

Witnessed by:

\_\_\_\_\_

3278889  
010607

## **EXHIBIT 2**

JAMES & WELLS  
INTELLECTUAL PROPERTY

24 January 2007  
HAMILTON OFFICE

Eliminator Holdings Limited  
P O Box 9466  
WAIKATO MAIL CENTRE

BY EMAIL:  
[p.roa@elimhold.co.nz](mailto:p.roa@elimhold.co.nz)

Attention: Pam Roa

Re: Eliminator Holdings Limited Patents  
AN IMPROVED FLUID TREATMENT SYSTEM  
ANTI-FOAMING DEVICE  
Phone conversations of 19 and 22 January 2007  
Our Ref: 122194, 122817, 124165, 124166, 124167, 124169, 124170,  
124184, 126093, 126233, 126094, 126232/55 SC

We previously sent you specific Assignment and Power of Attorney forms for your United States 'Improved Fluid Treatment System' patent application.

You advised that the inventor (Rex Mason) was being hostile and uncooperative in signing documentation relating to the 'Improved Fluid Treatment System' and 'Anti-foaming Device' patent portfolios.

You asked how you could avoid these issues.

When questioned, you advised that Rex did not have an employment agreement with Eliminator (or Vergence Technology Limited) which could be used to prove the company's right to the invention.

On review of our files, no general assignment had been executed assigning Rex's rights to Eliminator Holdings Limited (or Vergence Technology Limited in which name the original applications were filed).

We therefore recommended that a general Deed of Assignment, which covers all your applications, was prepared. Once this has been executed and filed, all future documentation can be executed by Eliminator Holdings Limited. You agreed with this strategy.

Enclosed are five copies of a general Deed of Assignment (in duplicate) from Rex Allan Mason to Eliminator Holdings Limited.

We have sought four copies of the assignment to get around problems of delays at the various patent offices who require original copies.

You queried whether Clive, who has Power of Attorney for Rex Mason could execute this assignment on Rex's behalf. Unfortunately this is not possible.

HAMILTON OFFICE  
Level 12, KPMG Centre  
85 Alexandra Street  
Hamilton 3204  
New Zealand  
  
PHONE +64 7 957 5660  
FAX +64 7 957 5661  
EMAIL [hamilton@jaws.co.nz](mailto:hamilton@jaws.co.nz)  
HOMEPAGE [www.jaws.co.nz](http://www.jaws.co.nz)  
  
POST Private Bag 3140  
Waikato Mail Centre  
Hamilton 3240  
New Zealand

AUCKLAND OFFICE  
PHONE +64 9 914 6740  
FAX +64 9 914 6760  
POST Private Bag 11907  
Ellerslie  
Auckland 1542  
New Zealand

TAURANGA OFFICE  
PHONE +64 7 920 4470  
FAX +64 7 920 4471  
POST PO Box 13365  
Tauranga Central  
Tauranga 3141  
New Zealand

CHRISTCHURCH OFFICE  
PHONE +64 3 961 2460  
FAX +64 3 961 2461  
POST PO Box 2201  
Christchurch Mail Centre  
Christchurch 8140  
New Zealand

James & Wells Intellectual Property  
comprises the partnerships of:  
<sup>1</sup> James & Wells Lawyers; and  
<sup>2</sup> James & Wells Patent & Trade  
Mark Attorneys

Therefore, please arrange for Rex to sign, initial and date the Deed of Assignment where indicated and return to us as soon as possible. We ask that four copies be returned to us as it is executed so it can be filed at the relevant patent offices.

To complete formalities for your United States applications we have enclosed specific Power of Attorney forms for both applications to be executed by Rex, and Eliminator Holdings Limited.

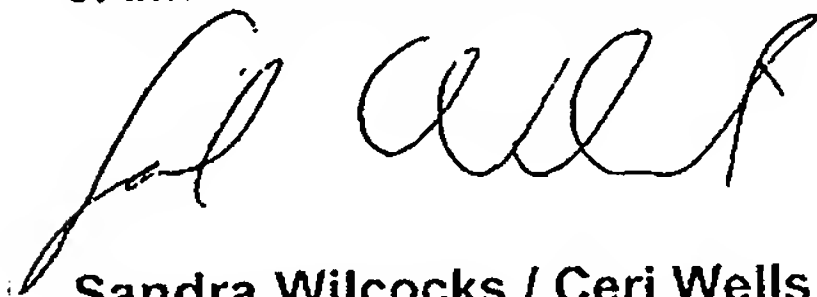
The United States has an unusual policy, where the inventor is initially listed as the applicant. This is why Power of Attorney forms for both Rex and Eliminator are needed. If possible, please have Rex sign these documents along with the general assignment.

As discussed on the phone, the initial deadline for filing the assignment and Power of Attorney forms at the US Patent Office (for the 'Improved Fluid Treatment System' application) can be extended monthly from 27 January 2007 until 27 June 2007. The two United States applications were filed eight days apart, therefore a similar time frame will apply for the 'Anti-foaming Device' application.

To minimise extension fees for filing these documents, please have them executed and returned to us as soon as possible.

Please contact us if you have any questions regarding these matters. In the meantime we enclose a note of our costs for preparing the general assignment agreement.

Yours sincerely  
**JAMES & WELLS Intellectual Property**



**Sandra Wilcocks / Ceri Wells**

IP Specialist / Partner<sup>1,2</sup>

sandraw@jaws.co.nz / ceriw@jaws.co.nz

Enclosures: Deed of Assignment (x5)  
Power of Attorney forms for US 10/575,960  
Power of Attorney forms for US 10/576,705  
Invoice

**DEED OF ASSIGNMENT  
OF INTELLECTUAL PROPERTY RIGHTS**

**BETWEEN:** Rex Allan Mason

**AND:** Eliminator Holdings Limited

**DESCRIPTION:**

By this Deed Rex Allan Mason assigns  
to Eliminator Holdings Limited the  
*Intellectual Property Rights* relating to  
the *Invention*.

**James & Wells**  
Level 12  
KPMG Centre  
Private Bag 3140  
85 Alexandra Street  
HAMILTON



# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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BETWEEN

Rex Allan Mason of Hamilton, New Zealand

("Assignor")

AND

Eliminator Holdings Limited, a New Zealand company having its registered office at Innovation Park, Ruakura Road, Hamilton, New Zealand, and formerly named Vergence Technology Limited.

("Assignee")

ON THE BASIS THAT-

## 1.0 DEFINED TERMS

1.1. *Copyright* shall mean the property rights which exist in any *Copyright Work*.

1.2. *Copyright Works* shall mean:

1.2-1. a work of any of the types described in Section 14 of the New Zealand Copyright Act 1994; and/or

1.2-2. a work in which copyright exists; and

which relates to the *Inventions*.

1.3. *Design Rights* shall mean the right to apply for a registered design relating to the *Inventions* or equivalent protection in any country of the world and to claim priority under international convention from any such applications and the rights conferred by such registered designs or equivalent protection when granted.

1.4. *Intellectual Property Rights* shall mean all intellectual property rights whatsoever relating to the *Inventions* including without limitation the *Patent*, the *Patent Rights*, the *Design Rights*, the *Copyright* and the *Technical Information*.

1.5. *Inventions* shall mean the inventions the subject of the *Patents*.

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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1.6. *Patents* shall mean the patent applications set out in Schedule A and Schedule B and any patent application or letters patent claiming priority from any patent set out in Schedule A or B, and any letters patent granted upon any of the foregoing patent applications.

1.7. *Patent Rights* shall mean:

1.7-1. the right to apply for any patent relating to the *Inventions* or equivalent protection in any country of the world and to claim priority under any international convention from any such application(s) and the rights conferred by such patents or equivalent protection when granted; and

1.7-2. the rights conferred by the *Patents* including the right to claim priority under any international convention and the right conferred by such *Patent* now and/or when granted.

1.8. *Technical Information* shall mean all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the *Inventions* and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.

### 2.0 BACKGROUND

2.1. The **Assignor** was engaged by the **Assignee** to provide services in relation to the development of the *Inventions* for the **Assignee**.

2.2. The **Assignor** acknowledges that the **Assignee** is or should be the owner of the *Inventions* and the *Intellectual Property Rights*, and hereby agrees to assign same to the **Assignee** on the terms described below.

2.3. The **Assignee**, Eliminator Holdings Limited was formerly called Vergence Technology Limited which changed its name to Vergence Holdings Limited on 24 July 2003, and subsequently to Eliminator Holdings Limited on 23 September 2004. As proof thereof attached is a copy of the Certificate of Incorporation.

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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BY THIS DEED THE PARTIES AGREE –

### 3.0 THE ASSIGNMENT

3.1. The Assignor hereby assigns all his right, title and interest in and to the *Inventions and Intellectual Property Rights* to the Assignee.

3.2. The assignment will take effect on the date this Deed is fully executed by the Assignor or on the date the first patent application relating to the *Invention* was filed in the name of one or more of the parties, whichever is the earlier lawful date.

### 4.0 CONSIDERATION

4.1. In consideration for the assignment detailed in clause 3.1, the Assignee will pay to the Assignor upon execution of this Agreement the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by the Assignor.

4.2. Any and all rights of the Assignor with respect to the *Invention and Intellectual Property Rights* will pass to the Assignee upon execution of this Agreement.

### 5.0 ASSIGNOR'S OBLIGATIONS

5.1. The Assignor undertakes to (at the Assignee's cost) execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by the Assignee for vesting absolutely all their right, title and interest to the *Intellectual Property Rights* in favour of the Assignee, and for conferring on the Assignee the right to take action against any third party who copies the *Inventions* or infringes the *Intellectual Property Rights*.

5.2. The Assignor shall forthwith disclose to the Assignee all improvements in, modifications of or additions to the *Inventions* devised or created by the Assignor while in the employ of the Assignee and/or under a commission for money or money's worth from the Assignee, and the intellectual property in all such improvements, modifications or additions will be owned by the Assignee.

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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- 5.2-1. The Assignor shall assign to the Assignee upon request all intellectual property rights relating to all improvements in, modifications of or additions to the *Inventions* devised or otherwise created while in the employ and/or under a commission for money or money's worth from the Assignee.
- 5.3. The Assignor hereby waives his moral rights in relation to the *Copyright*.
- 5.4. At the request of the Assignee, the Assignor shall at Assignee's expense execute all documents and do all acts necessary or convenient to enable Assignee to:
- 5.4-1. make, prosecute or register in Assignee's name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the *Intellectual Property Rights*;
- 5.4-2. defend opposition proceedings in respect of any of the *Intellectual Property Rights* against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect Assignee's ability to exploit the *Intellectual Property Rights*;
- 5.4-3. defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the *Intellectual Property Rights*;
- 5.4-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.
- 5.5. The Assignor shall, at the request of the Assignee, and to the extent outstanding, furnish the Assignee with full details of and relating to the *Inventions*, and the *Intellectual Property Rights* (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the *Inventions* and the *Copyright Works*.

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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5.6. The Assignor agrees to treat as confidential all information relating to the *Inventions* and/or the *Intellectual Property Rights* and shall not use, disclose or publish same without the express prior written consent of the Assignee. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the Assignor. The Assignor agrees to seek prior clearance from the Assignee in any case of uncertainty.

### 6.0 ASSIGNOR'S WARRANTIES

6.1. The Assignor warrants:

6.1-1. The Assignor has absolute title to the *Invention* and *Intellectual Property Rights*;

6.1-2. There are no encumbrances or other matters affecting the Assignor's capacity to assign the *Inventions* and/or the *Intellectual Property Rights* to the Assignee free of any encumbrances or interests whatsoever; and

6.1-3. The *Copyright Works* are the Assignor's original work and are not copied in whole or in part from any other work.

### 7.0 GOVERNING LAW

7.1. This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

---

7.2. Each party to this Deed submits to the exclusive jurisdiction of the courts of New Zealand.

Signed as a Deed this                      day of                      2007 by  
REX ALLAN MASON

\_\_\_\_\_  
Signature

Witnessed by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Place

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

---

Signed as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 2007 for and on behalf of  
ELIMINATOR HOLDINGS LIMITED by its duly authorised officers\*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position

Witnessed by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Place

\* This Deed must be signed by:

- a) Two or more directors of the company; or
- b) A single director of the company and a witness; or
- c) (If the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf.

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

### SCHEDULES A AND B

*Patents (clause 1.6):*

#### Schedule A

Title	Country	Application Number	Filing Date
An Improved Fluid Treatment System	New Zealand	528893	13 October 2003
An Improved Fluid Treatment System	Australia	2004218714	12 October 2004
An Improved Fluid Treatment System	Argentina	040103702	13 October 2004
An Improved Fluid Treatment System	PCT	PCT/NZ2004/000249	12 October 2004
An Improved Fluid Treatment System	United States Of America	10/575,960	12 April 2006
An Improved Fluid Treatment System	Europe	04793713.1	9 May 2006

#### Schedule B

Title	Country	Application Number	Filing Date
Anti-Foaming Device	New Zealand	529066	21 October 2003
Anti-Foaming Device	Australia	2004222756	21 October 2004
Anti-Foaming Device	Argentina	040103794	20 October 2004
Anti-Foaming Device	PCT	PCT/NZ2004/000259	15 October 2004
Anti-Foaming Device	United States of America	10/576,705	20 April 2006
Anti-Foaming Device	Europe	04793723.0	19 May 2006



Ministry of Economic  
Development

Manaru Okaupa

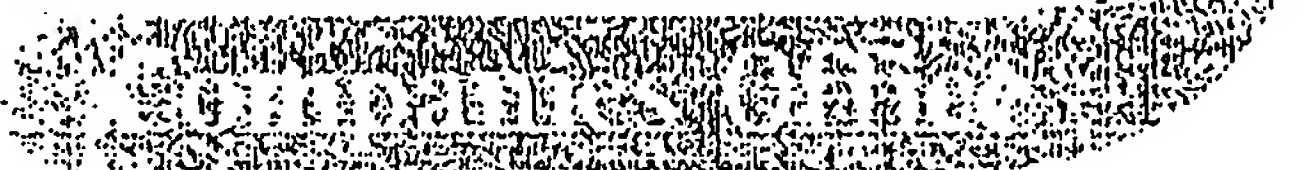
Companies Office

**CERTIFICATE OF INCORPORATION****ELIMINATOR HOLDINGS LIMITED****1187916**

This is to certify that VERGENCE TECHNOLOGY LIMITED was incorporated under the Companies Act 1993 on the 11th day of March 2002  
and changed its name to VERGENCE HOLDINGS LIMITED on the 24th day of July 2003  
and changed its name to ELIMINATOR HOLDINGS LIMITED on the 23rd day of September 2004.

Development

LUNGELO ENG 07 090 2000

*Neville Harris*

Neville Harris  
Registrar of Companies  
23rd day of September 2004



1 OF 1

64 7 8391085

## DECLARATION AND POWER OF ATTORNEY - USA PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled AN IMPROVED FLUID TREATMENT SYSTEM, the specification of which:

- ☒ was described and claimed in PCT International Application No. PCT/NZ2004/000249 filed on October 12, 2004 and as amended under PCT Article 19 on \_\_\_\_\_ (if any) and/or under PCT Article 34 on \_\_\_\_\_ (if any).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose information which is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, § 1.56;

I hereby claim foreign priority benefits under Title 35, United States Code, § 119 of any foreign application(s) for patent, design or inventor's certificate or any PCT international application(s) listed below and have also identified below any foreign application(s) for patent, design or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed for the same subject matter having a filing date before that of the application(s) of which priority is claimed:

PRIOR FOREIGN APPLICATION(S)

COUNTRY (OR INDICATE IF PCT)	APPLICATION NUMBER	DATE OF FILING (day, month, year)	PRIORITY CLAIMED UNDER 35 U.S.C. § 119	
New Zealand	528893	October 13, 2003	<input checked="" type="checkbox"/> YES	NO <input type="checkbox"/>
			<input type="checkbox"/> YES	NO <input type="checkbox"/>

I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) listed below, and insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code § 112, I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56, which became available between the filing date of the prior application and the national or PCT international filing date of this application:

Prior U.S.A. Application(s)

Application No.: \_\_\_\_\_ Filing Date: \_\_\_\_\_ Status: \_\_\_\_\_

POWER OF ATTORNEY: I hereby appoint the registrants of Knobbe, Martens, Olson & Bear, LLP, 2040 Main Street, Fourteenth Floor, Irvine, California 92614, Telephone (949) 760-0404, Customer No. 20,995.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful, false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or first inventor: Rex Allan Mason

Inventor's signature \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Residence (city and country): Hamilton, New Zealand

Citizenship: New Zealand

Post Office Address: 3 Lorraine Place, Hamilton 2001, New Zealand

Send Correspondence To:

KNOBBE, MARTENS, OLSON & BEAR, LLP

Customer No. 20,995

3278885  
010607

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant	:	Rex Allan Mason	)
			)
App. No.	:	10/575,960	)
			)
Filed	:	April 12, 2006	)
			)
For	:	AN IMPROVED FLUID	)
		TREATMENT SYSTEM	)
			)
Examiner	:	Unassigned	)

ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION  
AND  
REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). A true copy of the original Assignment of the above-captioned application from the inventor(s) to the Assignee is attached hereto. This Assignment represents the entire chain of title of this invention from the Inventor(s) to the Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

App. No. : 10/575,960  
Filed : April 12, 2006

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, Customer No. 20,995, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use Customer No. 20,995 for all communications.

Eliminator Holdings Limited

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name

Title:

Address: P.O. Box 5538  
Hamilton 2001, New Zealand

3278888  
010607

## DECLARATION AND POWER OF ATTORNEY - USA PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am the original, first and solo inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled ANTI-FOAMING DEVICE, the specification of which:

- ☒ was described and claimed in PCT International Application No. PCT/NZ2004/000259 filed on October 15, 2004 and as amended under PCT Article 19 on \_\_\_\_\_ (if any) and/or under PCT Article 34 on \_\_\_\_\_ (if any).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose information which is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, § 1.56;

I hereby claim foreign priority benefits under Title 35, United States Code, § 119 of any foreign application(s) for patent, design or inventor's certificate or any PCT International application(s) listed below and have also identified below any foreign application(s) for patent, design or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed for the same subject matter having a filing date before that of the application(s) of which priority is claimed:

PRIOR FOREIGN APPLICATION(S)

COUNTRY (OR INDICATE IF PCT)	APPLICATION NUMBER	DATE OF FILING (day, month, year)	PRIORITY CLAIMED UNDER 35 U.S.C. § 119
New Zealand	529066	October 21, 2003	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) listed below, and insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code § 112, I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56, which became available between the filing date of the prior application and the national or PCT international filing date of this application:

Prior U.S.A. Application(s)

Application No.: \_\_\_\_\_ Filing Date: \_\_\_\_\_ Status: \_\_\_\_\_

POWER OF ATTORNEY: I hereby appoint the registrants of Knobbe, Martens, Olson & Bear, LLP, 2040 Main Street, Fourteenth Floor, Irvine, California 92614, Telephone (949) 760-0404, Customer No. 20,995.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that those statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful, false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or first inventor: Rex Allan Mason

Inventor's signature \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Residence (city and country): Hamilton, New Zealand

Citizenship: New Zealand

Post Office Address: 3 Lorraine Place, Hamilton 2001, New Zealand

Send Correspondence To:

KNOBBE, MARTENS, OLSON & BEAR, LLP

Customer No. 20,995

3278885  
010607

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant	:	Rex Allan Mason	)
			)
App. No.	:	10/576,705	)
			)
Filed	:	April 20, 2006	)
			)
For	:	ANTI-FOAMING DEVICE	)
			)
Examiner	:	Unassigned	)

---

ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION  
AND  
REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). A true copy of the original Assignment of the above-captioned application from the inventor(s) to the Assignee is attached hereto. This Assignment represents the entire chain of title of this invention from the Inventor(s) to the Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.



App. No. : 10/576,705  
Filed : April 20, 2006

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, Customer No. 20,995, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use Customer No. 20,995 for all communications.

Eliminator Holdings Limited

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name

Title:

Address: P.O. Box 5538  
Hamilton 2001, New Zealand

3278888  
010607

## **EXHIBIT 3**

JAMES & WELLS  
INTELLECTUAL PROPERTY

27 February 2007  
HAMILTON OFFICE

URGENT

C/- Eliminator Holdings Limited  
P O Box 9466  
WAIKATO MAIL CENTRE

Attention: Clive Cleland and Rex Mason

Re: Eliminator Holdings Limited Patents  
AN IMPROVED FLUID TREATMENT SYSTEM  
ANTI-FOAMING DEVICE  
Executed assignments required  
Our Ref: 122194, 122817, 124165, 124166, 124167, 124169, 124170,  
124184, 126093, 126233, 126094, 126232/55 SC

On review of this patent portfolio, no general assignment has been executed assigning Rex Mason's rights to Eliminator Holdings Limited (or Vergence Technology Limited in which name the original applications were filed).

We therefore recommend that a general Deed of Assignment, which covers all the applications in these two patent portfolios, is executed.

Once a general assignment has been executed and filed, all future documentation can be executed by Eliminator Holdings Limited.

Enclosed are five copies of a general Deed of Assignment (in duplicate) from Rex Allan Mason to Eliminator Holdings Limited.

We have sought four copies of the assignment to get around problems of delays at the various patent offices who require original copies. One copy will be retained by Eliminator Holdings Limited.

Please arrange for Rex to sign, initial and date each copy of the general Deed of Assignment where indicated and return to us as soon as possible.

To complete formalities for the two United States patent applications we have enclosed specific Power of Attorney forms for both applications to be executed by Rex.

The United States has an unusual policy, where the inventor is initially listed as the applicant. This is why Power of Attorney forms from both Rex and Eliminator are required. Please have Rex sign these documents along with the general assignment.

Please note, the Power of Attorney for Rex lists his address when the application was filed, not his new address, to simplify matters.

**HAMILTON OFFICE**

Level 12, KPMG Centre  
85 Alexandra Street  
Hamilton 3204  
New Zealand

PHONE +64 7 957 5660

FAX +64 7 957 5661

EMAIL [hamilton@jaws.co.nz](mailto:hamilton@jaws.co.nz)

HOME PAGE [www.jaws.co.nz](http://www.jaws.co.nz)

POST Private Bag 3140  
Waikato Mail Centre  
Hamilton 3240  
New Zealand

**AUCKLAND OFFICE**

PHONE +64 9 914 6740

FAX +64 9 914 6760

POST Private Bag 11907

Ellerslie  
Auckland 1542  
New Zealand

**TAURANGA OFFICE**

PHONE +64 7 928 4470

FAX +64 7 928 4471

POST PO Box 13365

Tauranga Central  
Tauranga 3141  
New Zealand

**CHRISTCHURCH OFFICE**

PHONE +64 3 961 2460

FAX +64 3 961 2461

POST PO Box 2201

Christchurch Mail Centre  
Christchurch 8140  
New Zealand

James & Wells Intellectual Property  
comprises the partnerships of:

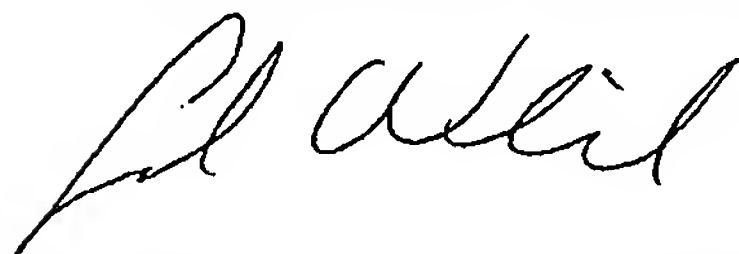
<sup>1</sup> James & Wells Lawyers; and

<sup>2</sup> James & Wells Patent & Trade  
Mark Attorneys

Please execute these documents and return same to us as soon as possible.

Please contact us if you have any questions regarding these matters.

Yours sincerely  
JAMES & WELLS Intellectual Property



**Sandra Wilcocks / Kate Wilson**  
IP Specialist / Partner<sup>2</sup>  
[sandraw@jaws.co.nz](mailto:sandraw@jaws.co.nz) / [katew@jaws.co.nz](mailto:katew@jaws.co.nz)

Enclosures: Deed of Assignment (x5)  
Power of Attorney forms for US 10/575, 960  
Power of Attorney forms for US 10/576,705

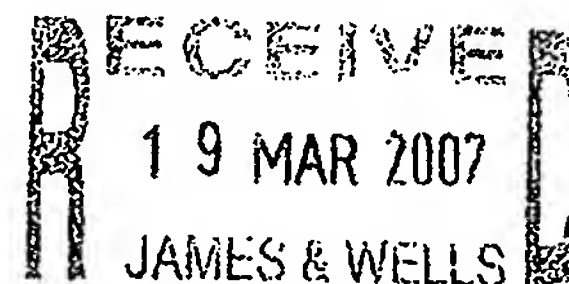
## EXHIBIT 4

# CLELAND HANCOX LIMITED

---

14 March 2007

James and Wells  
Patent Attorneys  
Private Bag 3140  
Hamilton



For: S Wilcocks or K Wilson

## **Deed of Assignment R A Mason to Eliminator Holdings Ltd**

We are instructed to write to you on behalf of our client, Mr R A Mason regarding the Deed of Assignment enclosed with your letter of 27<sup>th</sup> February 2007.

Mr Mason has reviewed the Deed and there is one matter that requires attention before he can execute the assignment.

At Clause 4.1 it is noted that the consideration for this assignment is to be One Dollar (\$1). We are advised that this is not correct.

The trustees in the Maskay Trust hold 9100 shares in the company Vergence Ltd who are the majority shareholder of Eliminator Holdings Ltd. A shareholders meeting held on 18<sup>th</sup> November 2005 resolved to transfer a further 9080 shares to the Maskay Trust as part of the consideration for the assignment of the patents. As an alternative we are advised that shares of a similar value and holding on a proportionate basis could be held in Eliminator Holdings Ltd or a mixture of both.

To date this has not occurred. As soon as the consideration clause is attended to the assignment will be executed by Mr Mason together with the USA Power of Attorney.

We await your advice

Yours faithfully  
**CLELAND HANCOX LTD**



**C B Cleland**

cc: Eliminator Holdings Ltd

## **EXHIBIT 5**

DATED

16<sup>th</sup> February

2003

BETWEEN

VERGENCE HOLDINGS LIMITED

("Vergence")

AND

REX MASON

("Rex")

---

AGREEMENT

---

***Beattie Rickman Legal***

Cnr Bryce & Anglesea Streets  
HAMILTON

Telephone: (07) 839 0495

Facsimile: (07) 839 1085



D0308012\_JNW.r1:leb



THIS AGREEMENT is dated the

16th

day of February

2004  
2003

Misc.  
R.D.Y.  
P.M.

## PARTIES

1. VERGENCE HOLDINGS LIMITED at Hamilton ("Vergence")
2. REX MASON of Hamilton, Manager ("Rex")

## BACKGROUND

- A. Vergence holds 100,000 shares in Vergence Technology Limited ("Company").
- B. Vergence has agreed to purchase intellectual property rights from Rex and give Rex the option to purchase shares in Vergence Technology Ltd, (or the company incorporated to commercialise Eliminator), in accordance with the terms of this agreement.

THIS AGREEMENT RECORDS that the parties agree as follows:

### 1.0 AGREEMENT TO SELL

Rex shall sell and Vergence shall purchase all intellectual property rights in the Eliminator, (including but not limited to prototypes, drawings, plant and concepts) and related technology existing at the date of signing of this agreement.

### 2.0 PURCHASE PRICE

The purchase price for the intellectual property rights in the technology described above shall be \$1.00 payable upon the signing of this agreement. In addition, Vergence will grant to Rex the option to purchase 9100 shares at a price yet to be determined by the Vergence Board of Directors. The Board will determine the share price within 12 months of signing of this agreement, and Rex will have the option to purchase the shares at this price for a period of two years, from the signing of this agreement. At the end of the two year period this option if not taken up by Rex will expire.

### 3.0 SETTLEMENT

3.1 The settlement date shall be the date that Rex exercises the option to purchase shares.

3.2 Upon settlement:

- (a) Vergence will sign and deliver to Rex a share transfer in favour of Rex or his nominee for all the shares;

R.D.Y.  
P.M.

(b) The shares shall pass to Rex free of encumbrances.

#### 4.0 SHAREHOLDER'S AGREEMENT

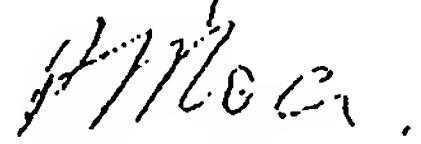
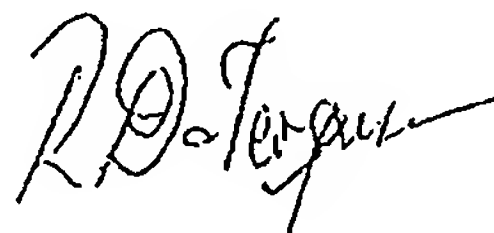
- 4.1 Rex shall upon settlement, enter into and execute a shareholder's agreement in the form now attached.
- 4.2 Rex agrees to provide a waiver of the right to pre-emption on the sale of shares by a shareholder with regard to the sale of shares to Mark Loeffen from Vergence under the terms of the agreement for the sale of shares in the Company between Mark Loeffen and Vergence.

#### 5.0 OPTION TO PURCHASE FURTHER SHARES

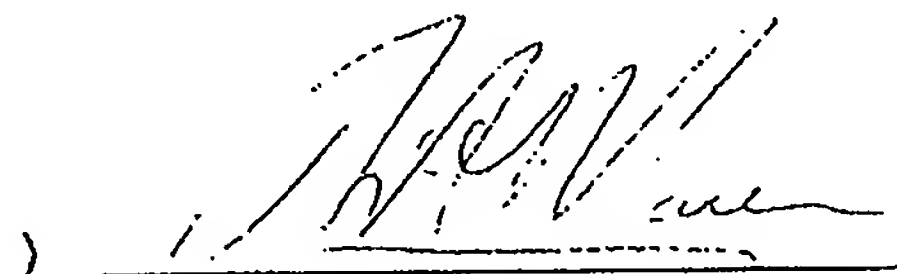
- 5.1 If, at any time before the expiration of a period of 2 years (or such longer period as may be agreed by the parties) from the date of this agreement, the Company sells 100 Eliminator units, then Vergence shall offer Rex an additional 9080 shares in Vergence Technology Ltd, (or the company incorporated to commercialise Eliminator).
- 5.2 The additional 9080 share option is conditional upon the first option, (2.0), being exercised.
- 5.3 'Sale' includes sales by an associated company, an agent of Vergence or a licensee.
- 5.4 The purchase price of the additional 9080 shares will be determined by the Vergence Board of Directors at the time of sale of the 100<sup>th</sup> Eliminator.
- 5.5 Rex acknowledges that he has had the opportunity to obtain independent legal and financial advice with regard to the terms of this agreement before signing.

EXECUTED as an Agreement.

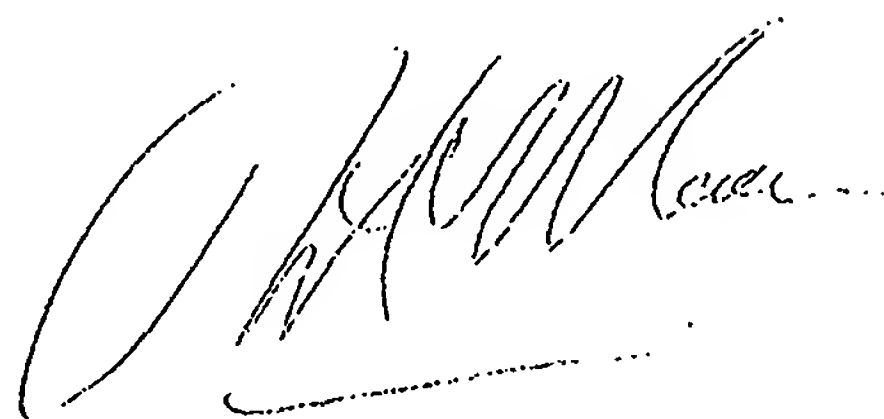
SIGNED by VERGENCE HOLDINGS  
LIMITED



SIGNED by REX MASON

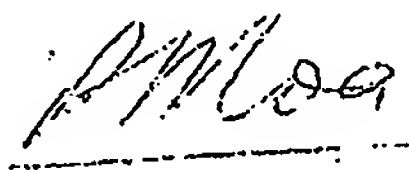


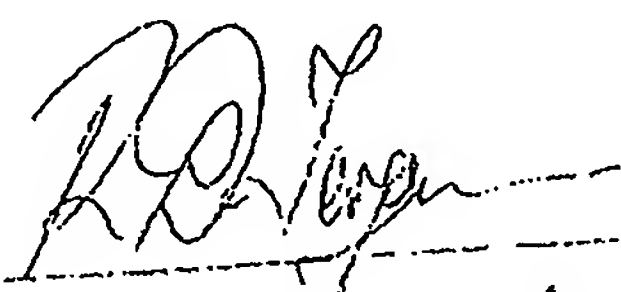
Rex Alam Mason, received from  
Vengeance Holdings Ltd the sum of  
one dollar only (\$1)  
on 16<sup>th</sup> February 2004

A handwritten signature in cursive script, appearing to read 'Rex Alam Mason', with a horizontal line underneath.

On the 16<sup>th</sup> day of February 2004, with  
reference to the agreement between  
Rex Allan Mason and Vergence Holdings Ltd  
(Vergence), the Vergence Board of Directors  
agree that the share purchase price as  
stated in clause 2.0 of the agreement  
for shares shall be \$1 for the  
parcel of 9100 shares, and with regard  
to clause 5.4, shall be \$1 for the  
parcel of 9080 shares.

Signed on behalf of the Vergence Board  
of Directors by

  
Pamela Suzanne Roa

  
Russell Douglas Fergusson

## **EXHIBIT 6**

# CERTIFICATE OF INCORPORATION

**ELIMINATOR HOLDINGS LIMITED**

**1187916**

This is to certify that VERGENCE TECHNOLOGY LIMITED was incorporated under the Companies Act 1993 on the 11th day of March 2002  
and changed its name to VERGENCE HOLDINGS LIMITED on the 24th day of July 2003  
and changed its name to ELIMINATOR HOLDINGS LIMITED on the 23rd day of September 2004.

*Neville Harris*

Registrar of Companies  
22nd day of March 2007



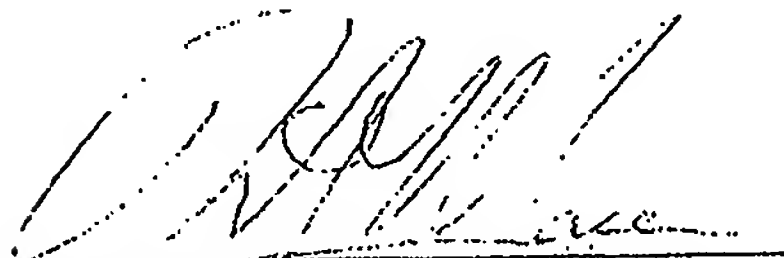
## **EXHIBIT 7**

To: G D Barry Family Trust and M J Barry Family Trust

I, **REX ALLAN MASON** confirm that I have disposed of my interest in the Intellectual Property for the Eliminator to Eliminator Holdings Limited (Previously known as Vergence Holdings Limited) and confirm that I have no further personal rights to the Eliminator Intellectual Property.

DATED this 23<sup>rd</sup> day of September 2004

SIGNED by:

A handwritten signature in black ink, appearing to read 'Rex Allan Mason', written over a horizontal line.

**Rex Allan Mason**



## EXHIBIT 8

# JAMES & WELLS

INTELLECTUAL PROPERTY

22 March 2007  
HAMILTON OFFICE

Cleland Hancox Limited  
Level 3  
18 London Street  
HAMILTON

Attention: C Cleland

Re: RA Mason  
Assignment of Patents to  
Eliminator Holdings Ltd  
Our Ref: 1633/55 SC

We refer to your letter of 14 March 2007.

The Deed of Assignment covered patents in a number of countries.

The purpose of the Deed of Assignment is to facilitate the recordal of Eliminator Holdings Ltd as subsequent proprietor of the patents on the patent registers in the jurisdictions affected.

Some of the jurisdictions covered by the assignment will question the value of the consideration where it does not involve a dollar figure, and/or stamp duties may be payable on the value of the transaction.

For these reasons the Deed of Assignment we have produced provides for a one dollar consideration. You must look at the Deed of Assignment as simply being an instrument by which the subsequent proprietorship of Eliminator Holdings Limited can be proven.

It is therefore appropriate and advisable that you prepare a separate agreement between Maskay Trust and Eliminator Holdings Limited which details the full nature of the agreement between the parties.

HAMILTON OFFICE  
Level 12, KPMG Centre  
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New Zealand  
  
PHONE +64 7 957 5660  
FAX +64 7 957 5661  
EMAIL [hamilton@jaws.co.nz](mailto:hamilton@jaws.co.nz)  
HOMEPAGE [www.jaws.co.nz](http://www.jaws.co.nz)  
  
POST Private Bag 3140  
Waikato Mail Centre  
Hamilton 3240  
New Zealand

AUCKLAND OFFICE  
PHONE +64 9 914 6740  
FAX +64 9 914 6760  
POST Private Bag 11907  
Ellerslie  
Auckland 1542  
New Zealand

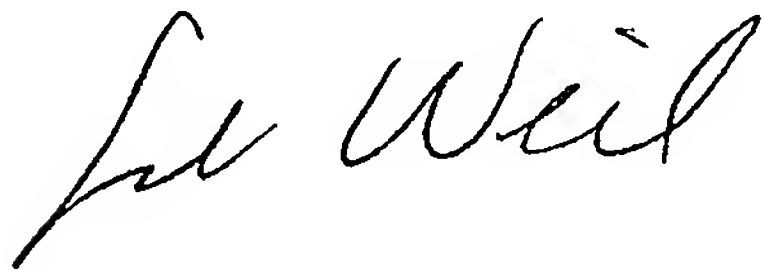
TAURANGA OFFICE  
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FAX +64 7 928 4471  
POST PO Box 13365  
Tauranga Central  
Tauranga 3141  
New Zealand

CHRISTCHURCH OFFICE  
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FAX +64 3 961 2461  
POST PO Box 2201  
Christchurch Mail Centre  
Christchurch 8140  
New Zealand

James & Wells Intellectual Property  
comprises the partnerships of:  
<sup>1</sup> James & Wells Lawyers; and  
<sup>2</sup> James & Wells Patent & Trade  
Mark Attorneys

It would be appropriate that this agreement be executed at the same time as the Deed of Assignment.

Yours sincerely  
James & Wells Intellectual Property



**Sandra Wilcocks / Ceri Wells**  
IP Specialist / Partner<sup>1,2</sup>  
[sandraw@jaws.co.nz](mailto:sandraw@jaws.co.nz) / [ceriw@jaws.co.nz](mailto:ceriw@jaws.co.nz)

Copy to: Eliminator Holdings Ltd  
PO Box 9466  
WAIKATO MAIL CENTRE  
Attention: Pam Roa

## EXHIBIT 9

# CLELAND HANCOX LIMITED

26 March 2007

James and Wells  
Patent Attorneys  
Private Bag 3140  
Hamilton 3240

RECEIVED  
27 MAR 2007  
JAMES & WELLS

For Sandra Wilcocks/ Ceri Wells

**R A Mason**  
**Assignments to Eliminator Holdings Ltd**  
**Your Ref: 1633/55 C**

Thank you for your prompt reply to our letter of 14 March and the explanation you have provided which clarifies to clause. Your reply has been referred to our client.

Yours faithfully  
**CLELAND HANCOX LTD**



**C B Cleland**

## **EXHIBIT 10**

Vanessa Max

---

**From:** Pam Roa [p.roa@vergence.co.nz]  
**Sent:** Wednesday, 13 October 2004 21:50  
**To:** Vanessa Max  
**Subject:** RE: Eliminator Holdings - Anti-Foaming Device

I gave Kate such a surprise with the rapidity of getting the first one back that I set a precedent didn't !! Sorry – have been in a training course all day. Rex and I have just been through the doc tonight and I would like to ring Kate in the morning.  
Pam

-----Original Message-----

**From:** Vanessa Max [mailto:VanessaM@jaws.co.nz]  
**Sent:** Wednesday, 13 October 2004 3:05 p.m.  
**To:** Pam Roa Vergence  
**Cc:** Kate Wilson  
**Subject:** RE: Eliminator Holdings - Anti-Foaming Device  
**Importance:** High

Hi Pam,

We were just wanting to double check that everything was fine as we have not yet heard back from you regarding the specification.

Regards

Vanessa Max  
JAMES & WELLS

Email: [vanessam@jaws.co.nz](mailto:vanessam@jaws.co.nz)  
Phone: 07 957 5660  
Fax: 07 957 5661  
Post: Private Bag 3140, DX GX10012, Hamilton, New Zealand  
Web: [www.jaws.co.nz](http://www.jaws.co.nz)

This email message and any accompanying documentation may contain legally privileged and confidential information intended for the addressee only. If you are not the addressee your use of this information is strictly prohibited. If you have received this email in error please notify us immediately by collect telephone call on +64 7 957 5660.

-----Original Message-----

**From:** Pam Roa Vergence [mailto:p.roa@vergence.co.nz]  
**Sent:** Tuesday, 12 October 2004 3:45 p.m.  
**To:** Vanessa Max  
**Subject:** RE: Eliminator Holdings - Anti-Foaming Device

Yes we will be filing the anti foaming device patent immediately into Australia as well. I will go over this ASAP with Rex and get back to you by tomorrow morning.

Please note that the address for EHL on your correspondence still hasn't been corrected. It is PO Box 9466, Waikato Mail Centre. Thanks.

-----Original Message-----

**From:** Vanessa Max [mailto:VanessaM@jaws.co.nz]  
**Sent:** Tuesday, 12 October 2004 2:54 p.m.  
**To:** Pam Roa Vergence  
**Cc:** Kate Wilson  
**Subject:** Eliminator Holdings - Anti-Foaming Device  
**Importance:** High

Dear Pam,

14/10/2004

## EXHIBIT 11



# JAMES & WELLS

INTELLECTUAL PROPERTY

29 May 2007  
HAMILTON OFFICE

URGENT

c/o Cleland Hancox Limited  
Level 3  
18 London Street  
HAMILTON

Attention: Rex Mason

Re: Rex Mason  
AN IMPROVED FLUID TREATMENT SYSTEM  
ANTI-FOAMING DEVICE  
Executed documents required  
Our Ref: 126093, 126094, 1633/55 RTM

You have not executed the required documents for these United States applications, or a general assignment for this technology.

Can you please execute the following enclosed documents and return them to us to complete formalities for these US applications:

- The Declaration and Power of Attorney for US patent application no. 10/575,960. This application relates to the Improved Fluid Treatment System. We have enclosed a copy of the entire application, including the description, claims and drawings for your reference.
- The Declaration and Power of Attorney for US patent application no. 10/576,705. This application relates to the Anti-Foaming Device. We have enclosed a copy of the entire application, including the description, claims and drawings for your reference.
- The general assignment document covering both the Improved Fluid Treatment System and Antifoaming Device patent portfolios.

Please return these executed documents to us by 10 June 2007 at the latest, so that they can be filed at the US Patent Office.

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POST Private Bag 4907  
Ellerslie  
Auckland 1042  
New Zealand

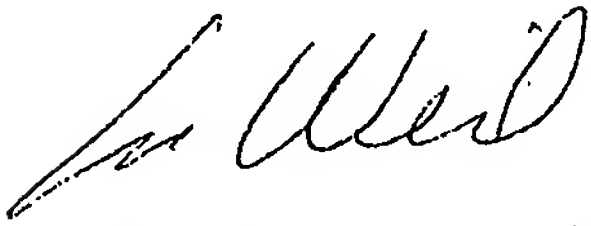
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Christchurch 8140  
New Zealand

James & Wells Intellectual Property  
comprises the partnerships of:  
1 James & Wells Lawyers; and  
2 James & Wells Patent & Trade  
Mark Attorneys

Please contact us if you have any questions regarding this matter.

Yours sincerely  
JAMES & WELLS Intellectual Property



**Sandra Wilcocks / Kate Wilson**  
IP Specialist / Partner<sup>2</sup>  
sandraw@jaws.co.nz / katew@jaws.co.nz

Enclosures: Declaration and Power of Attorney forms for US 10/575, 960  
Declaration and Power of Attorney forms for US 10/576,705  
General deed of Assignment

cc: Pam Roa  
Eliminator Holdings Limited  
PO Box 9466  
WAIKATO MAIL CENTRE